

REMARKS

Claims 1-37 and 39-40 are pending. Claims 1-37 and 39-40 are rejected.

Applicants hereby amend claims 1, 19, and 37.

Applicants have also amended claim 39 to depend from claim 37 to overcome the claim objection.

35 U.S.C. § 102(e)

Claims 1-13, 15-31, 33-37, and 40 stand rejected under 35 U.S.C. 102(e) as being unpatentable over U.S. Patent 6,581,040 to Wright et. al. (hereinafter "Wright").

Claim 1 recites a settlement function for tracking expenditures on a project. The final Office Action recites "nothing in claim 1 expressly recites tracking expenditures for a project *already underway*." The Office Action also recites "applying a broadest reasonable interpretation with a reference such as Wright that estimates expenditures for an upcoming project suffices." However, the estimation of costs in Wright does not teach or suggest a settlement function for tracking expenditures on a project. The estimating of cost in Wright is for formulating a quote on a project not for a settlement function as recited in claim 1. Settlement refers to the creation and payment of invoices related to the work performed by a contractor (Specification, page 22, lines 13-14). Thus, Applicants fail to see how Wright teaches or suggests a settlement function for tracking expenditures on a project. Furthermore, the settlement function for tracking expenditures on a project suggests that that the project is underway because expenditures have already been incurred in the project and need to be settled. Thus, the suggested amendment for

distinguishing between a current project already underway versus an upcoming project is not needed.

Amended claim 1 recites a resource management module comprising a work journal function for collecting information about the activity of an individual contractor on an ongoing project. The Office Action recites “since Wright discloses a system through which contractors can post information about themselves such as their job experiences and work capabilities in order to be considered for a project, such information can be considered the ‘activity’ of a contractor.” Applicants have amended claim 1 to further distinguish that the collection of information about the activity of an individual contractor is for an ongoing project. Some examples of activities of an individual contractor on an ongoing project are hours worked on a project, project-related problems or issues, and a contractor’s performance on a project (Specification, page 17, line 23 – page 18, line 10). Thus, claim 1 is allowable over Wright for at least the above stated reasons.

Applicants have also amended claim 19. Claim 19 is allowable for at least the same reasons as claim 1.

Claims 2 and 20 are dependent on claims 1 or 19 respectively and are allowable for at least the same reasons as claim 1 and 19.

Claims 3 and 21 are dependent on claims 1 or 19 respectively and are allowable for at least the same reasons as claim 1 and 19. Claim 3 recites a work order function for documenting terms and conditions of a project and a purchase order function for generating a purchase order in response to an approved work order. The Office Action recites “owners or project managers define a project’s specifications and accept a bid for

work on the project, where the bid may include the purchase of services and/or equipment from a contractor/vendor.” The Office Action also recites “since the project specification is defined when bids are submitted, the project specification acts as a work order.” The Office Action recites “[W]hen a bid is selected and approved, it acts as a purchase order for the services/equipment outlined in the bid for the project.”

The cited portions of Wright (col. 4, lines 39-42 and 54-59; col. 5., line 65-col. 6, line 2; and col. 9, line 67-col. 10, line 2) do not explicitly teach work orders and purchase orders. In Wright, the specifications for the project are posted in order to receive bids from resource providers (col. 9, lines 16-38). The project specifications in Wright may contain project information, which may be subsequently used in future work orders and purchase orders. However, these project specifications are not themselves work orders and purchase orders because the project specifications are for receiving bids, and any purchase order or work order would be premature before any bids are accepted. Thus, Wright does not teach or suggest all the claim limitations of claim 3.

Claim 3 also recites a risk management function for facilitating the pre-qualification of a contractor and a consultant and for monitoring compliance with government rules and regulations. The Office Action recites “Wright discloses that a project owner can be a government entity that has certain functional specification requirements.” The Office Action also recites “Wright also discloses a system that facilitates a screening process where vendors/contractors can include their qualifications and capabilities and project owners can view the information.” As discussed above, the specifications for the project in Wright are posted in order to receive bids from resource providers. If the project owner is a government entity, the project specifications in Wright

may be designed to initially meet government rules and regulations before the project begins. However, Wright does not teach or suggest any process of monitoring compliance with government rules and regulation once the project is underway. Thus, claim 3 and 21 are allowable over Wright for at least the above stated reasons.

Claims 4-8 and 22-26 are dependent on claims 1 or 19 respectively and are allowable for at least the same reasons as claim 1 and 19.

Claims 9 and 27 are dependent on claims 1 or 19 respectively and are allowable for at least the same reasons as claim 1 and 19. The Office Action recites “Wright discloses a system that allows contractor/vendors to be considered for projects by project owners through posting information about their qualification and capabilities such as past projects completed, the type of work they’ve done, recommendations from past projects, the size of projects capable of handling, etc.” Applicants have amended claim 1 to distinguish that the work journal function is for collecting information about the activity of an individual contractor for an ongoing project. Claim 9 recites that the work journal function comprises the contractor entering data into a work journal data entity, wherein the entered data comprises hours worked, type of work done, and comments regarding work done. Since the work journal function collects information about the individual contractor’s activity for an ongoing project, the data the contractor enters is for an ongoing project. Thus, the hours worked, type of work done, and comments regarding work done as recited in claim 9 relate to an ongoing project as opposed to past projects as taught in Wright. Thus, claim 9 and 27 are allowable over Wright for at least the above stated reasons.

Claims 10-11 and 28-29 are dependent on claims 1 or 19 respectively and are allowable for at least the same reasons as claim 1 and 19.

Claims 12-13 and 30-31 are dependent on claims 3 or 21 respectively and are allowable for at least the same reasons as claim 3 and 21.

Claims 15 and 33 are dependent on claims 3 or 21 respectively and are allowable for at least the same reasons as claim 3 and 21.

Claims 16-18 and 34-36 are dependent on claims 1 or 19 respectively and are allowable for at least the same reasons as claim 1 and 19.

Amended claim 37 recites “maintaining a work journal for the at least one contractor for an ongoing project, including automatically updating work journal, using data input by the at least one contractor and at least one supervisor of the at least one contractor regarding job performance of the at least one contractor.” Applicants have amended claim 37 to recite that maintaining a work journal for the at least one contractor is for an ongoing project. Thus, claim 37 is allowable over Wright.

Claim 40 is dependent on claim 37 and is allowable for at least the same reasons as claim 37.

35 U.S.C. § 103

Claims 14, 32, and 39 stand rejected under 35 U.S.C. 103 as being unpatentable over U.S. Patent 6,581,040 to Wright et. al. (“Wright”).

Claims 14, 32, and 39 are dependent on claims 1, 19, or 37 respectively and are allowable for at least the same reasons as claim 1, 19, and 37.

Thus, claims 1-37 and 39-40 are allowable. Therefore, Applicants respectfully request allowance of claims 1-37 and 39-40.

The Advisory Action states that “the skills requirement function suggests that the project has not begun as it specifies skills required for a project, which would not be necessary if the project was already underway.” Applicants traverse any suggestion that the skills requirement function is only for a project that has not begun. The claim language of claim 1 recites a “skills requirement function for specifying skills for a project.” There is nothing in the claim language that limits that the skills requirement function to being only for a project that has not begun. Further, the Specification on page 11, lines 25-26 teaches that the skills requirement function may be for current and future projects. Thus, the claim language of the skills requirement function is not limited to only a project that has not begun.

CONCLUSION

In view of the above remarks, this application is in condition for allowance, and the Examiner is respectfully requested to allow this application. The Examiner is invited to call Applicants' representative at the number below if the Examiner has any questions or if there are remaining outstanding issues.

Respectfully submitted,

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